

### **Seller Quality Requirements**

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#### *1. Documented Quality Assurance (QA) and Inspection System*

Seller shall provide and maintain a documented quality assurance and inspection system acceptable to the University of California (University) covering the supplies and services to be furnished under this subcontract. Seller shall tender to the University for acceptance only supplies and services that have been produced and inspected in accordance with this system. Records of QA inspection by seller shall be kept complete and available to the University during the performance of this subcontract and for such longer period as specified elsewhere herein. The University may perform reviews and evaluations as reasonably necessary to ascertain compliance with this clause. The right of review, whether exercised or not, does not relieve seller of the obligations under the subcontract.

#### *2. Qualification and Certification of Personnel and Staff*

Seller's personnel and staff shall have the qualifications and certifications as defined in the University of California (University) specification to perform the processes associated with performance of the subcontract. Qualification and certification records shall be available for review by the University upon request.

#### *3. Traceability - Item*

Seller shall prepare, maintain, and implement a written procedure addressing seller's capability of tracing items to the raw material from which the item was fabricated. This procedure shall include the identification of all documents and forms used for traceability and a description of how they relate to one another. Such documentation and records shall be available for review by the University of California upon request.

#### *4. Traceability - Analytical Results/Calibration*

Seller shall maintain records that provide traceability of analytical results and/or instrument calibrations to the National Institute of Standards and Technology for a period of one year from the date of completion of this subcontract. Such records shall be available for review by the University of California upon request.

### **Certification and Documentation Requirements**

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#### *5. QA Program and Procedures*

Seller shall furnish copies of its latest quality assurance inspection and test policies and procedures to the University of California (University). The University reserves the right to review such documentation to determine the adequacy of seller's quality assurance program. The University's review and comments regarding seller's quality assurance program documentation shall in no way relieve seller of responsibility for full compliance with subcontract requirements.

#### *6. Manufacturer's Certificate of Conformance*

Seller shall provide to the University of California, with or prior to each shipment, a "Certificate of Conformance" that is traceable to the shipment stating that the materials conform in all respects with the subcontract requirements which include requirements for the University's quality assurance program, i.e., drawings, materials, specifications, markings, packagings, inspections, tests. This certificate shall be signed by the manufacturer's authorized representative as defined by the manufacturer's quality assurance program documentation.

**Certification and Documentation Requirements (cont.)**

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**7. *Inspection and Testing Procedures***

Seller shall prepare and maintain written, detailed inspection procedures detailing the inspection and testing that will be performed to verify that the items to be supplied conform with the requirements of the subcontract. Before the start of inspection, seller shall submit the procedure to the University of California designated employee for written approval.

**8. *Inspection, Examination, and Test Reports***

Seller shall provide to the designated University of California (University) employee, with or prior to each shipment and traceable to the shipment, (1) reports of inspections, examinations, and tests, as applicable or required, signed by authorized personnel of manufacturer, and (2) reports of any deviations from the subcontract technical requirements, including quality assurance and inspection provisions, and copies of the University's written approval for such deviations.

**9. *Special Process Procedures***

Seller shall provide to the designated University of California (University) employee, seller's special process procedures as required by the University's technical specification.

**10. *Engineering Drawings***

Seller shall provide to the designated University of California employee, with or prior to the first shipment and traceable to the shipment of any item, engineering drawings detailing the design of the items required by the subcontract.

**11. *Certification of Calibration***

Seller shall provide to the designated University of California employee, with or prior to the first shipment, a copy of the Certificate of Calibration traceable to the shipment for all measuring and test equipment used in performance of the subcontract. Certificates shall be traceable to the National Institute of Standards and Technology.

**12. *Certified Material Test Reports (CMTRs)***

Seller shall provide to the designated University of California employee, with or prior to the first shipment, a Certified Material Test Report (CMTR) for the material(s) supplied. The CMTR shall indicate required chemical and physical properties and the test(s) performed to the applicable nationally recognized standards. The CMTR shall be signed by the manufacturer's authorized representative as defined by the manufacturer's quality assurance program definition, and the CMTR shall be traceable to the shipment supplied through heat number, and manufacturer's lot numbers. (*See Clause 13, Packaging, for applicability.*)

**13. *Packaging***

Items shall be packaged according to size, manufacturer, dimensional and manufacturer lot or heat number. Packages of mixed lots, sizes, or products are not acceptable and will be returned to seller at seller's expense. Packages shall be closed and labeled in a manner that identifies the item, dimensions (where applicable), quantity, *sellers name, manufacturer's name*, CMTR lot or heat number, and the University of California's P.O. number. (*See Clause 12, Certified Material Test Reports [CMTRs], for applicability.*)

**14. *American Chemical Society (ACS) Certifications***

Seller shall provide to the designated University of California employee, with or prior to the first shipment, a certification that ACS specifications are met.

**Certification and Documentation Requirements (cont.)**

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*15. Shelf Life Certifications*

Seller shall provide to the designated University of California employee, with or prior to the first shipment a shelf life certification for applicable items, if any, that have a limited shelf life. The certification shall list date of manufacture/cure/assembly; expiration date of shelf life; and inspection/test date for materials/supplies with an assigned shelf life that may be extended after the completion of inspection and/or restorative action.

*16. Manuals/Instructions*

The seller shall submit manuals/instructions that identify storage guidelines, installation procedures, installation testing procedures, special instructions, operating conditions, preventive and collective maintenance tasks, frequency of tasks, tools and equipment required, operating procedures, and safety precautions, as required for proper storage, installation, maintenance, and operation of the item(s) supplied. The manual/instruction shall recommend the maintenance level of each maintenance task (e.g., operator, field service, seller's repair facility).

The manual/instruction shall be written in clear, concise language readily understandable by a technician or craftsman, and it shall conform to the industry standards that prevail for the preparation of such documents.

*17. Manufacturer's Certificate of Proof Test*

Seller shall provide to the designated University of California employee, with or prior to each shipment, a "Certificate of Proof Test" that is traceable to the shipment. A proof test is a nondestructive tension test performed to verify construction and workmanship of slings or rigging accessories. The certificate shall be signed by the manufacturer's authorized representative as defined by the manufacturer's quality assurance program documentation.

**Inspection and Acceptance**

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*18. First Article*

Before manufacturer's start of fabrication of any production lot of items listed on this subcontract, manufacturer shall demonstrate to the University of California (University) that the first article conforms to the requirements of the subcontract and shall obtain the University's written approval of the article. The manufacturer shall identify this article as the "first article."

*19. Preliminary Conditional Acceptance Performance*

The University of California (University) reserves the right to perform preliminary, conditional acceptance of supplies and data at manufacturer's facility upon manufacturer's satisfactory completion of the quality assurance, test, and inspection provisions of the subcontract. To facilitate the preliminary, conditional acceptance, manufacturer shall notify the designated University employee of its readiness at least five working days before the date on which shipment is anticipated.

*20. Source Inspection*

The supplies covered by this subcontract shall be subject to source inspection by the University of California ([University]) in conjunction with manufacturer's conduct of final inspection and test. To facilitate the source inspection, manufacturer shall notify the designated University employee of its readiness at least five working days before the date on which the final inspection and test is anticipated to begin.

**Surveillance**

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**21. *Seller's Facility (Visit)***

The University of California reserves the right of its representatives to visit seller's facilities, on a non-resident basis, for surveillance purposes, to assure/verify seller's conformance to the technical requirements of this subcontract including quality assurance and test and inspection requirements. Such personnel shall be allowed full access to witness all operations/tests involved in the performance of this subcontract. Reasonable advance notice (minimum 24 hours), in writing, shall be provided to seller prior to any such visits.

**22. *Seller's Facility (Resident)***

The University of California (University), at its discretion, may assign and station resident representatives at seller's facility to provide program coordination. These representatives will assist in expediting actions between the University and seller, maintain program surveillance, and evaluate program progress. The resident representatives shall have access to all areas and all information directly related to the scope of their responsibilities hereunder. Seller agrees to provide appropriate office space, office supplies, secretarial services, and communication facilities for such representatives at no additional cost to the University.

**Miscellaneous**

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**23. *Design Review Prior To Production***

Before release of the design documents to seller's manufacturing operation for production, seller shall provide for a design review by University of California (University) representatives and obtain written approval from the University contract specialist to begin production. To facilitate the design review, seller shall notify the designated University employee of its readiness for a design review conference at least five working days before the date on which the conference is scheduled. The notification shall include the proposed conference agenda and one reproducible copy of each document that constitutes the design or helps to demonstrate that the design meets the University's requirements.

**24. *Failure/Nonconformance Reporting***

Seller shall notify the designated University of California employer of each failure or nonconformance against contractually agreed upon engineering, inspection, or test requirements within three working days of occurrence. Notice shall consist of a written description of the failure or nonconformance, an assessment of the cause, and the proposed corrective action.

**25. *Corrective Action***

Seller shall provide written response indicating corrective action taken within five working days of receipt of request for corrective action from the University of California (University). The University shall not request corrective action except in the event of finding of nonconformance with the requirements of the subcontract.

**26. *Suspect/Counterfeit Fasteners***

The University of California will not accept any hex-head cap screws (bolts) with any manufacturer's insignia identified on the attached Suspect Fastener Headmark List.

**27. *Suspect/Counterfeit Flanges***

The University of California will not accept any foreign manufactured flange and specifically any flange identified as China A-105 B16.

**Miscellaneous (cont.)**

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28. *Serialization and Marking*

The manufacturer shall serialize parts, components, subassemblies, and assemblies as required by drawings, specifications, and the subcontract. The manufacturer's serial number control system shall ensure that the same serial number is not used more than once. All documentation (e.g., test reports, inspection reports) shall be identified with the corresponding serial number.